

EXHIBIT A

LERNER, ARNOLD & WINSTON, LLP
Attorneys-At-Law
By: Frank P. Winston, Esq.
Attorney ID No.: 011522004
475 Park Avenue South, 28th Floor
New York, New York 10016
(212) 686-4655
Attorneys for Plaintiffs

ATLAS MODEL RAILROAD CO., INC.

Plaintiff,

-against-

THE CONTINENTAL INSURANCE
COMPANY,

Defendant.

SUPERIOR COURT OF NEW JERSEY
LAW DIVISION, UNION VICINAGE

DOCKET NO.: L-3675-17

CIVIL ACTION

SUMMONS

From: The State of New Jersey
To: The Defendants Named Above

The Plaintiff, named above, has filed a lawsuit against you in the Superior Court of New Jersey. The complaint attached to this summons states the basis for this lawsuit. If you dispute this complaint, you or your attorney must file a written answer or motion and proof of service with the deputy clerk of the Superior Court in the county listed above within 35 days from the date you received this summons, not counting the date you received it. (A directory of the addresses of each deputy clerk of the Superior Court is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf). If the complaint is one in foreclosure, then you must file your written answer or motion and proof of service with the Clerk of the Superior Court, Hughes Justice Complex, P.O. Box 971, Trenton, NJ 08625-0971. A filing fee payable to the Treasurer, State of New Jersey and a completed Case Information Statement (available from the deputy clerk of the Superior Court) must accompany your answer or motion when it is filed. You must also send a copy of your answer or motion to the plaintiffs' attorney whose name and address appear above, or to the plaintiff, if no attorney is named above. A telephone call will not protect your rights; you must file and serve a written answer or motion (with fee of \$135.00 and completed Case Information Statement) if you want the court to hear your defense.

If you do not file and serve a written answer or motion within 35 days, the court may enter a judgment against you for the relief the plaintiff demands, plus interest and costs of suit. If judgment is entered against you, the Sheriff may seize your money, wages or property to pay all or part of the judgment.

If you cannot afford an attorney, you may call the Legal Services office in the county where you live or the Legal Services of New Jersey Statewide Hotline at 1-888-LSNJ-LAW (1-888-576-5529). If you do not have an attorney and are not eligible for free legal assistance, you may obtain a referral to an attorney by calling one of the Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services. A directory with contact information for local Legal Services Offices and Lawyer Referral Services is available in the Civil Division Management Office in the county listed above and online at http://www.judiciary.state.nj.us/prose/10153_deptyclerklawref.pdf.



Michelle M. Smith
Clerk of the Superior Court

Dated: October 19, 2017

Name of the Defendant to be served:
The Continental Insurance Company

Address of Defendant to be served:
c/o The Commissioner of Banking and Insurance, 20 West State Street, Trenton, NJ 08625

UNION COUNTY SUPERIOR COURT
2 BROAD STREET
ELIZABETH NJ 07207

TRACK ASSIGNMENT NOTICE

COURT TELEPHONE NO. (908) 659-4810
COURT HOURS 8:30 AM - 4:30 PM

DATE: OCTOBER 16, 2017
RE: ATLAS MODEL RAILROAD CO., INC VS CONTINENTAL IN
DOCKET: UNN L -003675 17

THE ABOVE CASE HAS BEEN ASSIGNED TO: TRACK 1.

DISCOVERY IS 150 DAYS AND RUNS FROM THE FIRST ANSWER OR 90 DAYS
FROM SERVICE ON THE FIRST DEFENDANT, WHICHEVER COMES FIRST.

THE PRETRIAL JUDGE ASSIGNED IS: HON CAMILLE M. KENNY

IF YOU HAVE ANY QUESTIONS, CONTACT TEAM 002
AT: (908) 659-4820.

IF YOU BELIEVE THAT THE TRACK IS INAPPROPRIATE YOU MUST FILE A
CERTIFICATION OF GOOD CAUSE WITHIN 30 DAYS OF THE FILING OF YOUR PLEADING.
PLAINTIFF MUST SERVE COPIES OF THIS FORM ON ALL OTHER PARTIES IN ACCORDANCE
WITH R.4:5A-2.

ATTENTION:

ATT: FRANK P. WINSTON
LERNER ARNOLD & WINSTON LLP
475 PARK AVE SOUTH 28TH FLR
NEW YORK NY 10016

ECOURTS

Civil Case Information Statement

Case Details: UNION | Civil Part Docket# L-003675-17

Case Caption: ATLAS MODEL RAILROAD CO., INC VS
CONTINENTAL IN

Case Initiation Date: 10/16/2017

Attorney Name: FRANK P WINSTON

Firm Name: LERNER ARNOLD & WINSTON LLP

Address: 475 PARK AVE SOUTH 28TH FL

NEW YORK NY 10016

Phone:

Name of Party: PLAINTIFF : Atlas Model Railroad Co., Inc.

Name of Defendant's Primary Insurance Company

(If known): Unknown

Case Type: OTHER INSURANCE CLAIM (INCLUDING
DECLARATORY JUDGMENT ACTIONS)

Document Type: Complaint with Jury Demand

Jury Demand: YES - 6 JURORS

Hurricane Sandy related? NO

Is this a professional malpractice case? NO

Related cases pending: NO

If yes, list docket numbers:

Do you anticipate adding any parties (arising out of same
transaction or occurrence)? NO

THE INFORMATION PROVIDED ON THIS FORM CANNOT BE INTRODUCED INTO EVIDENCE
CASE CHARACTERISTICS FOR PURPOSES OF DETERMINING IF CASE IS APPROPRIATE FOR MEDIATION

Do parties have a current, past, or recurrent relationship? YES

If yes, is that relationship: Other(explain) Insurer/Insured

Does the statute governing this case provide for payment of fees by the losing party? NO

Use this space to alert the court to any special case characteristics that may warrant individual
management or accelerated disposition:

Do you or your client need any disability accommodations? NO

If yes, please identify the requested accommodation:

Will an interpreter be needed? NO

If yes, for what language:

I certify that confidential personal identifiers have been redacted from documents now submitted to the
court, and will be redacted from all documents submitted in the future in accordance with Rule 1:38-7(b)

10/16/2017
Dated

/s/ FRANK P WINSTON
Signed

LERNER, ARNOLD & WINSTON, LLP
Attorneys-At-Law
By: Frank P. Winston, Esq.
Attorney ID No.: 011522004
475 Park Avenue South, 28th Floor
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ATLAS MODEL RAILROAD CO., INC.

Plaintiff,

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SUPERIOR COURT OF NEW JERSEY
LAW DIVISION, UNION VICINAGE

DOCKET NO.:
CIVIL ACTION

COMPLAINT AND
JURY TRIAL DEMAND

The Plaintiff, ATLAS MODEL RAILROAD CO., INC., by and through its attorneys Lerner, Arnold & Winston, LLP, as and for its Complaint, respectfully alleges upon information and belief as follows:

PARTIES AND JURISDICTION

1. At all times hereinafter mentioned, the Plaintiff ATLAS MODEL RAILROAD CO., INC. (hereinafter "Plaintiff" or "ATLAS"), was and still is a corporation organized and existing under and by virtue of the laws of the State of New Jersey.

2. At all times hereinafter mentioned, the Defendant THE CONTINENTAL INSURANCE COMPANY (hereinafter "CNA") was and still is a foreign insurance entity organized and existing under and by virtue of the laws of the State of Connecticut.

3. At all times hereinafter mentioned, the Defendant was and still is authorized by the New Jersey Department of Banking and Insurance to issue policies of insurance within the State of New Jersey.

4. At all times hereinafter mentioned, the Defendant did and still does transact business within the State of New Jersey, including but not limited to the issuance of insurance policies within the State of New Jersey.

VENUE

5. Union Vicinage is an appropriate venue for this action pursuant to N.J. Court Rules, Rule 4:3-2(a)(3), in that this action involves an insured whose principal place of business is located at 378 Florence Avenue, Hillside, NJ 07072 within Union County.

**BACKGROUND FACTS AND PLAINTIFF'S CAUSE OF ACTION FOR
BREACH OF CONTRACT AGAINST THE DEFENDANT**

6. Prior to November of 2013, for good and valuable consideration, the Defendant issued to the Plaintiff a policy of insurance (hereinafter referred to as the "insurance policy").

7. The insurance policy is identified by the policy number "OC244732."

8. The Plaintiff is a named insured within the insurance policy.

9. The subject policy contains a Warehouse Coverage Endorsement, whereby in consideration of payment of additional premium, the policy is extended to cover certain property of the insured stored inside certain approved warehouses listed within the policy against all direct physical risks of loss.

10. The Warehouse Coverage Endorsement specifically identified certain facilities owned and operated by Sandra Kan Technology (Shenzhen) Co., Ltd., (hereinafter "SDK") as approved locations.

11. The insurance policy maintained effective dates of coverage from August 11, 2013 to August 11, 2014.

12. The insurance policy provided the Plaintiff with certain insurance coverage, subject to certain terms, conditions and/or exclusions.

13. The Plaintiff maintained an insurable interest in the subject property.
14. On and around November of 2013, the insurance policy afforded the Plaintiff with certain insurance coverage.
15. On and around November of 2013, the insurance policy was in full force and effect.
16. On and around November 12, 2013, while the insurance policy was in full force and effect, the subject property, by way of sabotage and malicious acts of a third party, SDK and/or its parent company Kader Holdings Company Limited (hereinafter "Kader"), was converted whereby SDK and/or Kader refused to return insured property to the Plaintiff, including but not limited to certain train molds and dies, track access molds and dies, drawings and computer data utilized by Plaintiff in the manufacture of model trains which it sold for profit.
17. The CNA policy has a specific endorsement, entitled S.R.&C.C. Endorsement (Form No. 12A), issued on August 9, 2013, which specifically provides coverage for "physical loss of or damage to the property insured directly caused by vandalism, sabotage or malicious acts."
18. On January 9, 2014, and pursuant to the terms of the insurance policy, the Plaintiff put Defendant on notice of a claim arising from the physical loss of insured property.
19. The Plaintiff's insurance claim number is M1A01822.
20. By letter dated June 21, 2016, CNA wrongfully denied Plaintiff's claim for coverage.
21. The Defendant has wrongfully failed to indemnify the Plaintiff for the damages it sustained as a result of the November 12, 2013 loss, despite the fact the same has been duly

demanded.

22. The Defendant's wrongful denial of the Plaintiff's insurance claim constitutes a breach of contract.

23. The Defendant's wrongful failure to indemnify the Plaintiff for the damages it sustained as a result of the November 12, 2013 loss constitutes a breach of contract.

24. The Plaintiff has complied with all of the terms and conditions of the insurance policy.

25. The Plaintiff has submitted sufficient and reasonable proof in support of its insurance claim.

26. The subject policy time to bring suit provision reads as follows:

"71. Time for Suit

No suit or action for the recovery of any claim arising under this policy shall be maintainable in any Court unless such suit or action shall have been commenced within two years from the date of the happening of the loss out of which the said claim arose; provided, however, that if the law of the State or jurisdiction in which this policy was issued makes such limitation invalid, then any such claim shall be void unless action is commenced within the shortest limit of time permitted by the laws of such State or jurisdiction."

27. This policy was issued in the State of New Jersey.

28. The New Jersey Supreme Court held in *Peloso v. Hartford Fire Ins. Co.*, 56 N.J. 514, 267 A.2d 498 (1970) that an insured's time to bring suit in a matter involving a first party insurance claim is tolled for the time period the insurance carrier took to adjust the underlying claim.

29. Here, the loss occurred on November 12, 2013, Plaintiff formally gave notice of claim on January 9, 2014, and Defendant did not formally deny coverage until June 21, 2016.

30. Plaintiff's time to bring suit in this action, pursuant to *Peloso, supra*, is hereby extended up to and including April 24, 2018.

31. As a result of the Defendant's above mentioned breach of contract, the Plaintiff has been damaged in an amount to be determined by a Union County Jury.

WHEREFORE, the Plaintiff demands judgment against the Defendant for compensatory damages, consequential damages, costs of suit and such other and further relief as this Court deems just and proper.

JURY DEMAND

The Plaintiff, pursuant to New Jersey Civil Rule 4:35-1, hereby demands a trial by jury as to all issues.

DESIGNATION OF TRIAL COUNSEL

Frank P. Winston, Esq., of the law firm Lerner, Arnold & Winston, LLP, is hereby designated as trial counsel for the Plaintiff in the within action.


Frank P. Winston

Dated: October 16, 2017

CERTIFICATION

Pursuant to the requirements of New Jersey Civil Rule 4:5-1 (Notice of Other Actions), I, the undersigned, do hereby certify, to the best of my knowledge, information and belief, that, except as hereinafter indicated, the subject of the controversy referred to in the within pleading is not the subject of any other cause of action, pending in any other Court, or of a pending arbitration proceeding, nor is any other cause of action, arbitration proceeding contemplated:

1. OTHER ACTIONS PENDING? ... Yes ___ No X

a. If Yes – Parties to other pending actions (see attachment).

b. In my opinion, the following parties should be joined in the within pending cause of action (see attachment).

2. OTHER ACTIONS CONTEMPLATED? ... Yes ___ No X

If Yes - Parties contemplated to be joined in other causes of action (see attachment).

3. ARBITRATION PROCEEDINGS PENDING? ... Yes ___ No X

a. If Yes - Parties to arbitration proceedings (see attachment).

b. In my opinion, the following parties should be joined in the pending arbitration proceedings (see attachment).

4. OTHER ARBITRATION PROCEEDINGS CONTEMPLATED? ... Yes ___ No X

If Yes - Parties contemplated to be joined to arbitration proceedings (see attachment). In the event that during the pending of the within cause of action, I shall become aware of any change as to any facts stated herein, I shall file an Amended Certification, and serve a copy thereof on all other parties (or their attorneys) who have appeared in said cause of action.



Frank P. Winston

Dated: October 16, 2017